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**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

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**In re** : **Chapter 11 Case No.**  
: **08-13555(JMP)**  
**LEHMAN BROTHERS HOLDINGS INC., et al.,** : **(Jointly Administered)**  
**DEBTORS.** :  
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**SECOND STIPULATION, AGREEMENT AND ORDER  
BETWEEN THE DEBTORS AND ROCKEFELLER CENTER NORTH, INC.  
EXTENDING THE TIME TO ASSUME OR REJECT LEASE OF  
NONRESIDENTIAL REAL PROPERTY AT 1271 AVENUE OF THE AMERICAS**

TO THE HONORABLE JAMES M. PECK  
UNITED STATES BANKRUPTCY JUDGE:

This stipulation, agreement and order ("Stipulation, Agreement and Order") is entered into by and between Lehman Brothers Holdings Inc. ("LBHI") and, together with its affiliated debtors in the above-referenced chapter 11 cases, as debtors and debtors in possession, the "Debtors") and Rockefeller Center North, Inc. ("Rockefeller").

**RECITALS**

A. On September 15, 2008 and periodically thereafter (as applicable, the "Commencement Date"), LBHI and certain of its subsidiaries commenced with this Court voluntary cases under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code"). The Debtors' chapter 11 cases have been consolidated for procedural purposes only and are

being jointly administered pursuant to Rule 1015(b) of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”). The Debtors are authorized to operate their businesses and manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

B. Pursuant to that certain Lease, dated as of April 5, 2007, by and between Rockefeller and LBHI (as amended and supplemented, the “Lease”), Rockefeller (i) leases to LBHI certain portions of the 46th floor in the building known as 1271 Avenue of the Americas and located at 111 West 50th Street, New York, New York (the “Building”), (ii) has granted LBHI a license to use certain portions of the lobby, 47th floor, 48th floor roof, the subbasement mezzanine floor, the subbasement and riser and shaft space in the Building, (iii) will lease to LBHI, the 35th floor, the 37th through 45th floors and a certain additional portion of the 46th floor of the Building beginning January 1, 2018 (or as otherwise specified in the Lease) and (iv) will lease to LBHI certain additional portions of the 46th floor and the entire 47th and 48th floors of the Building.

C. By stipulation, agreement, and order, dated April 10, 2009, by and between the Debtors and Rockefeller, the Court extended the period within which the Debtors must assume or reject the Lease through and including June 30, 2009 pursuant to section 365(d)(4) of the Bankruptcy Code [Docket No. 3324].

**NOW, THEREFORE, UPON THE FOREGOING RECITALS, WHICH ARE INCORPORATED AS THOUGH FULLY SET FORTH HEREIN, IT IS HEREBY STIPULATED AND AGREED, BY AND BETWEEN THE DEBTORS, THROUGH THEIR UNDERSIGNED COUNSEL, AND ROCKEFELLER AND, UPON COURT APPROVAL HEREOF, IT SHALL BE ORDERED THAT:**

1. Pursuant to section 365(d)(4)(B)(ii) of the Bankruptcy Code, the time period within which LBHI may determine to assume or reject the Lease pursuant to section 365(d)(4) of the Bankruptcy Code hereby is extended through and including July 31, 2009. Pending this

Court's approval of the Debtors' request for an extension of the period within which the Debtors must assume or reject the Lease and at all times prior to a rejection of the Lease by LBHI, Rockefeller shall continue to perform timely all of its obligations under the Lease, and the Debtors shall continue to perform timely all of their postpetition obligations under the Lease, including the payment of all postpetition rent due to Rockefeller.

2. Each person who executes this Stipulation, Agreement and Order on behalf of a party or parties hereto represents that he is duly authorized to execute this Stipulation, Agreement and Order on behalf of such party or parties.

3. This Stipulation, Agreement and Order may be executed in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

4. This Stipulation, Agreement and Order is subject to approval of the Court and shall be of no force and effect unless and until it is approved.

5. This Stipulation, Agreement and Order may not be amended or modified except by further order of the Court.

6. This Stipulation, Agreement and Order and all of the provisions hereof shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns.

7. Each of the parties hereto irrevocably consents to the jurisdiction of the Court with respect to any action to interpret or enforce the terms and provisions of this Stipulation, Agreement and Order and expressly waives any right to commence any such action in another forum.

*[The remainder of this page is intentionally blank.]*

Dated: June 15, 2009

**WEIL, GOTSHAL & MANGES LLP**

**ROCKEFELLER CENTER NORTH, INC.**

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/s/ Edward J. Guitinan, Sr.

Name: Edward J. Guitinan, Sr.

Title: Vice President

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SO ORDERED this 30<sup>th</sup> day of June 2009

s/ James M. Peck

HONORABLE JAMES PECK

UNITED STATES BANKRUPTCY JUDGE